

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

Concerted Action

AND THE

The Washington-Baltimore News Guild, CWA Local 32035

May 17, 2023

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PREAMBLE

This Collective Bargaining Agreement (“Agreement” or “CBA”) is made by and between Concerted Action (“Employer,” “Company” or “Organization”) and the Washington-Baltimore News Guild, chartered by The News Guild-Communications Workers of America as Local 32035 and the Communications Workers of America Local 7019 (collectively the “Guild” or “Union”), for themselves and on behalf of all the employees described in Article 1.

Concerted Action and the Guild (collectively, “Parties”) enter into this Agreement with the understanding that Concerted Action and its employees share common values which include a commitment to organizing, advocacy, and technologies that power grassroots movements. These shared values demand that Concerted Action's structure and practices allow the company and its employees to:

- Relentlessly pursue innovation by developing new tools and strategies to recruit supporters, build engaged and motivated communities, and generate action;
- Rapidly respond to urgent needs within the labor movement and progressive organizations;
- Hire and retain staff who, to the greatest extent possible, possess the skills necessary to execute this work as well as a wide range of perspectives and experiences across race, gender, sexuality, age, health, geography, education and socio-economic background;
- Ensure that every employee shares in the success of the organization by providing the wages and benefits set forth in this Agreement; and
- Be accountable to our shared values, to each other, and to the clients that trust us to build power.
- Foster a culture of mutual respect between management and employees and a recognition of their respective interests.

ARTICLE 1.

RECOGNITION/COVERAGE

Section 1. Recognition

The Organization hereby recognizes the Guild as the exclusive representative of all employees in the bargaining unit as described in Section 2 in respect to rates of pay, wages, hours of employment and/or other conditions of employment.

Section 2. Bargaining Unit

This Agreement covers all employees of the Employer employed in the following or similar positions: Office & Marketing Assistant, Social Media Organizer, Social Media Strategist, Digital Organizer, Digital Technologist, Earned Media Specialist, and Digital Organizing Strategist.

Should the Employer create any future position(s) performing the kind of work normally performed within the bargaining unit, and the position(s) is not supervisory, managerial, confidential, or a security guard position, such position(s) shall be accreted into this bargaining unit, under the terms of this Agreement.

Section 3. Employees

Unless otherwise specified, the term “employees” as used in this Agreement shall mean employees in the Guild bargaining unit as defined in Section 2 above, and the term “Organization” shall mean the Employer.

ARTICLE 2. MANAGEMENT RIGHTS

The Parties recognize and acknowledge that the Employer reserves and retains all management rights and prerogatives not expressly limited or modified by a specific provision of this Agreement. The Employer’s exercise of or failure to exercise any management right, prerogative or function in any given circumstances shall not be deemed a waiver, limitation or modification of the Employer’s management rights and prerogatives.

ARTICLE 3. RACIAL JUSTICE, EQUITY & INCLUSION

Section 1. Discrimination is prohibited at the Organization

The provisions of this Agreement will be administered to ensure that discrimination does not occur based on an individual's race, ethnicity, religion, color, sex, gender (including gender expression and identity), sexual orientation, age, national origin, citizenship, disability, pregnancy, veteran status, political affiliation, lawful union activity, marital status, caregiver status, or any other basis prohibited by law or based on the employee's protected activity under applicable anti-discrimination statutes.

Section 2. Promoting a Safe and Inclusive Workplace

The employer will continue to uphold the Policy Against Harassment, Sexual Harassment, Bullying, and Violence as referenced in Appendix A.

Section 3. Dignity and Respect

The Guild and the Employer recognize their shared interest in building a relationship that is effective, constructive, transparent, mutually accountable, racially just and inclusive to ensure that Concerted Action fulfills its mission and that employees are supported in their creativity, insight, life experiences and energy to the work. To achieve this mutual aim, the Employer and the Guild agree to treat all employees, both unit and non-unit employees with dignity and respect.

Both the Guild and Concerted Action agree to uphold the guiding principles of fairness, equity and transparency in the joint effort to strengthen the shared purpose of supporting each other and our shared mission.

Section 4. Recruiting and Retaining Black, Indigenous, and Staff of Color

Concerted Action strives to recruit job applicant pools that are reflective of the racial diversity of the nation.

The Organization actively seeks ways to create additional pathways for Black, Indigenous, and people of color to access job opportunities within the Organization. The Organization is also committed to providing support to assist Black, Indigenous, and people of color, and people with other subordinated/otherwise marginalized identities access leadership opportunities and succeed and grow at the Organization. Upon hire, all employees will be made aware of the resources available through a Professional Employer Organization (PEO) to help employees engage in trauma facing work, including but not limited to free confidential counseling and career support through the employee assistance program, as well their right to report discriminatory or harassing behavior by a supervisor for investigation.

Once the Agreement is in effect, the Organization must work with the Labor Management Committee to make justice and equity-related improvements to its recruitment and retention strategies.

Section 5. Building a More Inclusive Organization for Staff with Disabilities

The Organization recognizes the dignity and value that every single employee brings to our work, and that honoring our staff includes making reasonable accommodations to allow every employee -- regardless of their levels of physical or mental ability -- to thrive in their work. Reasonable accommodations, which are determined individually on a case-by-case basis through a legally compliant interactive process, will include, but not be limited to, technology and software applications, accessibility of offsite events, confidentiality regarding all accommodation requests, and remote work arrangements.

The Organization will continue to ensure that all employees are aware of the process for requesting accommodations and how those accommodations are determined. The process for an employee with disabilities to request and obtain reasonable accommodations will be consistent with Americans With Disabilities Act (ADA) requirements, including all requirements to maintain medical information confidentially and on a need-to-know basis.

Section 6. Building a More Inclusive Organization for LGBTQ+ Staff

The Organization will welcome the addition of preferred pronouns for any employees on business cards, email signature templates, and other events and spaces where staff names are listed whenever requested by an employee.

The Organization will provide a formal process for employees who go through a name change or who have a preferred name to request that their former name be removed

from previous office materials and publications to the extent practicable (i.e. business cards, blog posts, organizational charts, etc.).

The Organization will make employees aware of the free Health Advocate services provided by a PEO which may be utilized regarding various health insurance procedures and treatments commonly utilized by LGBTQ+ individuals that are covered or not covered by employee healthcare plans offered. This could include procedures and treatments related to: mental health care; transition-related health care, such as endocrine care (gender-affirming hormone therapy) and surgeries; STI/STD testing and other sexual health resources; and other healthcare treatments and procedures commonly accessed by LGBTQ+ individuals.

In the event that Concerted Action would search for an in-person office space, the Organization will prioritize spaces that offer (or provide the option for) private gender-neutral restrooms and/or private stalls that provide greater degrees of privacy.

The Organization, when using the Rainbow Pride Flag for official Organization events, materials, signage, and/or merchandise and in partnership with other organizations or in attendance at rallies, parades, or other events, will promote the use of flags with black and brown bands to honor the importance of Black, Indigenous, and people of color in LGBTQ+ culture.

ARTICLE 4. IMMIGRANT RIGHTS

The Organization will not discriminate against refugees, individuals seeking or granted asylum, individuals with temporary visas, DACA recipients, or people with any other immigration status that allows for lawful work authorization. Concerted Action will not reject valid work authorization documents or ask for additional documents beyond what is legally required for work authorization verification. Upon reasonable request by an employee, Concerted Action will provide necessary documentation confirming employment or salary. Upon an employee's request, Concerted Action will assist the employees in obtaining necessary visas and work permits for living and working in the United States during their employment with Concerted Action.

Should the Organization be required to remove an employee from employment due to the expiration of the employee's work authorization document, the Organization shall reinstate the employee to the job without loss of seniority upon receipt of the renewal

work authorization document if the employee provides appropriate documentation within ninety (90) calendar days of their removal from employment.

Unless otherwise required by applicable law, the Organization's practice will be to require a valid, signed warrant prior to allowing any Law Enforcement including but not limited to, the police, the FBI, and ICE, to enter any facility owned or leased by the Organization where staff, contractors, or volunteers of the Organization work; provided that the Organization may authorize entry by the police or the FBI in emergency circumstances (i.e. medical emergency or a physical safety issue).

The Organization will provide training for employees responsible for interacting with law enforcement who operate in the Employer's all office(s) in how to interact with ICE or other law enforcement agents. This training will provide information regarding the rights of people, regardless of immigration status, in incidents involving law enforcement and address steps such staff should take should an immigration status-related event occur near or at their office space.

ARTICLE 5. UNION SECURITY & DUES DEDUCTION

Section 1. Guild Members in Good Standing

The Organization shall require as a condition of employment of each employee that the employee either be and remain a member of the Guild in good standing no later than the 30th day following either (1) ratification of this Agreement, or (2) the date of hiring, whichever is later, or that the employee shall pay an agency fee to the Guild in an amount equivalent to the dues they would pay as a Guild member. The Organization shall have no obligation to take any action under this provision until it receives a certified letter from the Guild that an employee is not in compliance with the employee's membership obligation. The certified letter requesting termination shall also be copied to the employee affected by the notice. The provisions of this Article shall be interpreted and applied in accordance with and to the extent permitted by applicable federal and state law.

Section 2. Dues Checkoff

Upon an employee's written assignment, the Organization shall deduct each pay period from the earnings of such employee and pay to the Guild each month an amount equal to Guild dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Organization by the Guild. Such schedule may be amended by the Guild at any time, and the Organization shall make deductions pursuant to such amended schedule beginning in the next regularly scheduled pay date following provision of notice to the Organization, provided that notice is provided at least fourteen (14) days in advance of such payroll processing date. An employee's written assignment shall remain effective in accordance with the terms of such assignment.

Section 3. Dues Deduction

The dues deduction assignment shall be made upon the following form:

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

I hereby assign to the Washington-Baltimore News Guild-CWA, and authorize the Organization to deduct per pay period from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Organization to remit the amount deducted to the Guild each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Organization and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Organization and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Organization and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Organization receives it.

This assignment and authorization is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This assignment and authorization supersedes all previous assignments and authorizations if any heretofore given by me in relation to Guild initiation fees, dues and assessments.

Employee's signature

Date

Section 4. Indemnification

The Guild agrees to indemnify and hold the Organization harmless from any and all claims, suits, judgments, attachments, and any other liability which may arise from the Organization's implementation of this Article. If an incorrect deduction is made and submitted to the Guild, the Guild shall refund any such amount directly to the involved employee.

Section 5. Payroll Deductions for CWA Political Action Fund

The Organization shall provide for payroll deductions for the CWA Political Action Fund (PAF) on behalf of employees who authorize such deductions in writing.

ARTICLE 6. UNION RIGHTS

Section 1. Union Meetings

Up to four (4) times per year upon reasonable request by the Guild, the Organization shall provide space and use of its communications technology for meetings of employees at mutually agreeable times. Employees can use flexible scheduling to attend Guild meetings per the personal appointment section in Article 21.

Section 2. Conduct of Guild Business by Bargaining Unit Employee Representatives

Upon request by the Guild, employees designated in writing as Guild representatives or stewards shall be granted four (4) hours per month off from work, without loss of pay, to conduct necessary Guild business administering the Agreement and grievance handling and resolution. The total number of hours granted to all employees for this

purpose shall not exceed four (4) hours per month. The Guild's request for leave will be submitted as far in advance as practicable and leave requests shall not be unreasonably denied. The Guild shall notify the Organization in writing of all employee designees under this section.

Section 3. Bargaining Committee

The Bargaining Committee will be excused from work without loss of pay to participate in negotiations for the renewal of this Agreement, including caucuses during bargaining sessions. Leave under this section shall be in addition to Guild leave in Section 2. The Guild shall notify the Organization of the members of the committee prior to the commencement of negotiations.

Section 4. Access to Guild information

The Employer agrees to provide an accessible information center for Employee notices and other information relevant to their work. In addition, such space will be available for Guild notices and information. Employees are prohibited from granting access to the information center or files posted therein to anyone outside of the Organization. There is no expectation of privacy when using Organization platforms or resources.

Section 5. New employee orientation

The Organization shall grant the Guild one hour of access during working hours to meet with new employees to provide information about Guild membership. The Organization shall remain neutral in the Guild's efforts to encourage employees to become union members.

Section 6. Union Positions and Conflict of Interest

Because labor unions and the AFL-CIO are clients or potential clients of Concerted Action, employees are barred from holding any union position, elected or voluntary, that may be an actual or potential conflict of interest. Members of this bargaining unit may not serve as voting delegates to any labor body which may have responsibility for awarding contracts, including but not limited to Communications Workers America or the national AFL-CIO.

ARTICLE 7. INFORMATION FURNISHED TO THE GUILD

Section 1. Annual Information

The Organization will furnish the Guild, on a yearly basis or upon request, the following information for employees represented by the Guild:

- a) Name
- b) Hire date
- c) Job title
- d) Rate of pay - hourly or salary
- e) Work location
- f) Home Address and personal email
- g) Date of birth
- h) Ethnicity (if employee has voluntarily disclosed)
- i) Gender identity (if employee has voluntarily disclosed)
- j) Disability Status (if employee has voluntarily disclosed)

Section 2. Changes to the Staff

The Organization shall notify the Guild and the Union Head Steward by email of:

- a) New employees, including all the information required in Section 1, to the extent the Organization has it, within one month after the

employee's start date

- b) Any resignations, terminations, retirements, and/or deaths of employees within three (3) business days of the Organization becoming aware of such an event
- c) Names of interns and fellows, for what purpose or project and length of time
- d) Changes in job title and salary of employees with effective date
- e) Material changes in job descriptions and job responsibilities of employees
- f) Job postings for new or vacant Bargaining Unit positions

ARTICLE 8. LABOR MANAGEMENT COMMITTEE

A joint Labor Management Committee will be established of up to two (2) representatives chosen by the Organization and up to two (2) representatives chosen by the Guild. The Labor Management Committee will meet annually or by mutual agreement at a different frequency. The Labor Management Committee will discuss and attempt to resolve issues of mutual concern to the Organization and the Guild. The Labor Management Committee further will be used to facilitate attaining the goals of the Organization and enable employees to be more effective and productive in accomplishing its mission.

ARTICLE 9. HIRING

Section 1. Hiring, Internal Applicants

The Organization shall notify all employees, by email, of any vacancy in an existing or newly created position it intends to fill. The Organization may also advertise the position externally at the same time it posts internally.

Employees shall have five (5) working days from the date of the posting to apply for

the vacancy, which shall obligate the Organization to interview the internal applicant prior to interviewing outside applicants, unless the internal bidder is unavailable for more than one (1) week (ex. on vacation or other approved leave). After five (5) working days, employees are still eligible to apply as an internal applicant up until the position closing date, but they will not necessarily be interviewed before external applicants.

Qualifications for the position shall be posted and the job description shall note that the position is part of the bargaining unit. Every bargaining unit job description will include the salary range as specified in this Agreement. Where the qualifications of an internal applicant and an outside applicant are substantially equal, the Organization will take into consideration the value of promoting the growth of internal applicants.

When the Organization is deciding between two internal applicants for a bargaining unit position whose qualifications are substantially equal, the Organization's commitment to racial justice, diversity, equity, inclusion and equal employment opportunity; merit; experience within the Labor movement; and seniority shall be given consideration.

Any bargaining unit employee who does not meet the required qualifications of the position and is therefore not interviewed shall receive an explanation in writing from the hiring manager explaining why they were not interviewed with suggestions for how they can gain the necessary qualifications for the position in the future. Upon request, the hiring manager will meet with the employee and a representative of the Guild.

Section 2. The Probationary Period

The probationary period for all new employees shall be nine (9) months. During the probationary period, management has the unlimited right to discipline or discharge the employee, and any discipline or discharge shall not be subject to the grievance procedure or just cause.

Temporary employees hired to fill a permanent Bargaining Unit position shall have a nine (9) month probationary period, with up to nine (9) months credit toward the probationary period for time served as a temporary employee.

Article 10. Miscellaneous Conditions of Employment

Section 1 - Non-Defamation

While employed or following the termination of employment, employees may not make any public statements which materially defame the Organization, its staff or its clients. Notwithstanding the foregoing, nothing in this Section shall prohibit any person from making truthful statements when required by law, order of a court or other body having jurisdiction.

Nothing in this Article shall be interpreted or applied inconsistently with employees' rights under the National Labor Relations Act.

Section 2 - Conflicts of Interest

Employees are expected to devote their best efforts and attention to the performance of their jobs. They are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of Concerted Action. A conflict of interest exists when the employee's loyalties or actions are divided between Concerted Action's interests and those of another, such as a competitor, supplier, or client. Both the fact and the appearance of a conflict of interest should be avoided.

If an employee is unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest, they have a responsibility to discuss it with their direct supervisor for clarification. Any exceptions to this guideline must be approved in writing by the Organization.

Scenarios considered to be conflicts of interest include (but are not limited to):

- Accepting personal (not company) or excessive gifts or entertainment from competitors, clients, suppliers, or potential suppliers;
- working for a competitor, supplier, or client;
- engaging in self-employment in competition with Concerted Action (if there is a question about whether a particular freelance project would

- be in direct competition with Concerted Action, employees are encouraged to discuss it with their direct supervisor);
- soliciting Concerted Action's clients, either for personal benefit, or for the benefit of any other person, firm, corporation or organization;
 - using proprietary information to Concerted Action's detriment;
 - having a direct or indirect financial interest in or relationship with a competitor, client, or supplier, except that ownership of less than one percent (1%) of the publicly traded stock of a corporation will not be considered a conflict;
 - developing a personal relationship with an employee of Concerted Action that interferes with the exercise of impartial judgment in decisions affecting Concerted Action or any employees of Concerted Action;
 - using company assets or labor for personal use;
 - acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to Concerted Action; or
 - committing Concerted Action to give its financial or other support to any outside activity or organization.

Failure to adhere to Article 10 section 2, including failure to disclose any conflicts or to seek an exception, will result in disciplinary measures, up to and including termination of employment.

Section 3 - Security, Proprietary and Confidential Information

The security of employees, employee property, and Company property is of vital importance to Concerted Action. All employees share responsibility to ensure that proper security is maintained.

Company property includes not only tangible property, like hardware, but also intangible property such as proprietary and confidential information. Proprietary information includes all information obtained by company employees during the course of their work. Confidential information is any company information that is not known generally to the public or the industry (for example client lists, client files, personnel files, computer records, financial and marketing data, process descriptions, research plans, formulas, and trade secrets).

All employees are required to sign a Concerted Action Confidentiality / Non-Disclosure Agreement, a template of which is in Appendix B, as well as a Media Release, a template of which is in Appendix C.

For a complete description of confidentiality requirements, employees may direct questions to their direct supervisor or refer to their signed NDA.

Failure to adhere to Article 10 section 3 will result in disciplinary measures, up to and including termination of employment.

Section 4 - Technology Use Policies

Employees have a responsibility to use Concerted Action's resources in a manner that enhances the value of our work to our clients and business, and is respectful of the company, our clients, and other employees. Failure to follow Concerted Action's policies regarding its technology resources may lead to progressive discipline up to and including dismissal.

"Technology resources" consist of the content of internal and external electronic communications, company network infrastructure and related services, and Company-owned electronic devices provided to or assigned to employees, including (but not limited to):

- computers and associated hardware;
- computer software, apps, and related files and data, including software that grants access to external services;
- email and other communication systems;
- cloud communication, drives, and collaboration tools; and
- passwords and login information for internal or client connections, files, hardware, or software.

Use of Concerted Action Technology:

Concerted Action's technology resources are to be used only to conduct Company business. Employees may, however, use Company technology resources for the following incidental personal uses so long as the application does not interfere with their duties, does not conflict with Company business, and does not violate any Company policy:

- to send and receive reasonable personal communications;
- to prepare and store incidental personal data (such as personal calendars, and address lists); and
- for reasonable levels of personal entertainment, provided they do not adversely impact Company clients' ability to conduct business.

Limits of Liability:

The Company assumes no liability for loss, damage, destruction, alteration, disclosure, or misuse of any personal data or communications transmitted over or stored on Concerted Action's technology resources. The Company accepts no responsibility or liability for the loss or non-delivery of any private communications or any personal data stored on any Company technology resources. Employees should back up computers, update software regularly, and use discretion when storing personal data on any of Concerted Action's technology resources.

Improper Use of Concerted Action Technology:

Under no circumstances may an employee use Concerted Action's technology resources to transmit, receive, or store any information that is discriminatory, harassing, or defamatory in any way (e.g., sexually explicit or racial messages, jokes, cartoons). Similarly, Company technology resources may not be used to transmit, receive, or store any pirated or otherwise illegally obtained or unlicensed software or content. Employees should be mindful of activities that could be construed as a conflict of interest or in direct violation of the terms of their offer letter.

Incidents in violation of Concerted Action's technology policies will be investigated on a case-by-case basis and may result in prosecution or termination of employment.

Ownership of and Access to Technology Resources:

All data transmitted and stored on Concerted Action's hardware, network, email network, and cloud systems are considered Company property regardless of the content or intended use. The Company reserves the right to access all of Concerted Action's technology resources including its hardware, network, email network, and cloud systems, at any time, at the Company's discretion.

Privacy:

Although the Company does not want to look through employees' personal information or communications, periodically the Company may need to access employees' accounts or technology resources. Employees should understand, therefore, that an employee has no right or expectation of privacy concerning any messages or data created or maintained on or through Concerted Action's technology resources, including personal information. The Company may, at its discretion, open any files or notes on any Company technology resources at any time for any reason.

Passwords:

Concerted Action uses LastPass as a password management tool, and requires that all work-related passwords be contained in team-accessible vaults. Dual Factor Authentication, also known as two-step verification, is a necessary extra layer of security, and must be used wherever possible.

Employees' Use of Their Own Devices:

As a general matter, Concerted Action does not prohibit employees from using their own devices while engaged in doing Company work. However, Concerted Action has an ongoing responsibility to protect Company resources, our clients' resources, and our employees' ability to do their jobs. Accordingly, the Company reserves the right to revoke the privilege of using one's own device if a user does not abide by the policies and procedures outlined below.

Acceptable Personal Use:

Concerted Action defines "acceptable personal use" as reasonable personal communication or recreation, such as phone calls, texting, or personal usage. If there is a significant concern about security or appropriateness of content or applications, the Company may block employees from accessing specific data or data storage. While connected to Concerted Action's technology resources, or while working on Concerted Action's behalf, it is not acceptable to:

- Transmit illicit materials.
- Unlawfully transmit proprietary information.
- Harass or discriminate against others.
- Engage in business activities that may be considered competitive or in violation of an employee's signed agreements under Appendix B.
- Engage in activities that compromise your safety (no texting or emailing while driving, please), our business, or the business of our clients.
- Engage in personal use during work meetings.

Security:

Given that personal devices travel outside the walls of an employee's home, employees should protect their devices in the following ways:

- Set the device to lock itself with a password or PIN if it's idle for more than 5 minutes.
- Report lost or stolen devices to your manager or HR as soon as possible after a loss, and prepare to discuss the work-based applications and data on personal devices.

- In the event of an employee's voluntary or involuntary termination, the Company will immediately restrict the employee's access to Company data.
- Risks/Liabilities/Disclaimers:
- The Company reserves the right to disconnect devices or disable services without notification.
- Employees are to use devices ethically at all times and adhere to the Company's acceptable use policy as outlined in this manual.
- Employees are liable for all costs associated with your own devices.
- the Company may grant and limit your access to Company data based on user profiles defined by our Partners.

Concerted Action reserves the right to take appropriate disciplinary action up to and including termination for noncompliance with this policy.

Section 5 - Social Media Policy

"Social media" for the purposes of this collective bargaining agreement means any site meant for online social connection and commentary, including but not limited to Facebook, Instagram, Twitter, Snapchat, TikTok, LinkedIn etc. This section of the collective bargaining agreement is in addition to and complements any existing Concerted Action policies regarding the use of technology resources.

The Organization wholeheartedly encourages employees to maintain a healthy work/life balance; being a part of and contributing to social media outlets may be some part of that balance. However, during scheduled work time, work tasks should be the employee's priority. Excessive use of personal social media on work time may be subject to progressive discipline.

Using a social media forum to defame Concerted Action, our clients, Concerted Action employees, or the public in general, whether during or outside of work time, may be punishable by disciplinary action up to and including termination.

Employees are free to publish or comment via social media per this policy and are subject to this policy to the extent they identify themselves as a Concerted Action employee (other than as an incidental mention of place of employment on topics unrelated to Concerted Action). All uses of social media when posting as or on behalf of Concerted Action must follow the same ethical standards that Concerted Action employees must otherwise follow. This policy will not restrict or be intended to limit employees' rights under the NLRA.

Concerted Action assumes no liability for loss, damage, destruction, alteration, disclosure, or misuse of any personal data or communications transmitted over or stored on Concerted Action's technology resources. Concerted Action accepts no responsibility or liability for the loss or non-delivery of any personal communications or any personal data stored on any company property.

There may be occasions in which an employee may choose to or are asked to follow, set up, or use social media accounts for our clients or on Concerted Action's behalf. Any account established for the Organization or our clients, even those managed outside of an employee's typical work schedule and on personal equipment, should be considered the property of Concerted Action, and ownership of the account must be turned over to Concerted Action if and when the employee's employment ends, voluntarily or otherwise. If employees collectively share passwords for Company social media accounts, ownership of the site as Concerted Action property is implicit and is acknowledged. Employees are to follow the rules and policies governing social media, technology, and Internet usage within the Concerted Action employee manual.

Posts made on Concerted Action's behalf, whether during the workday or on personal time, whether on Concerted Action's equipment or an employee's equipment, are considered the property of Concerted Action, and are subject to the policies governing Concerted Action's technology usage and applicable confidentiality agreements. Employees have no expectation of privacy regarding anything that may pass through or be accessed through Company servers, including but not limited to emails, instant messages, or Internet usage history.

Sharing confidential details about organizational practices or financial information, or any unpublished details surrounding client business interactions, or information you may have been exposed to regarding client projects is grounds for discipline up to and including termination.

ARTICLE 11. GRIEVANCE PROCEDURE

Section 1. Grievance Defined

A grievance means a dispute or controversy arising out of the interpretation, application, administration or alleged violation of this Agreement.

Section 2. Grievance Procedure Steps

The parties shall strive to discuss all grievances in good faith. The parties' intent is to act reasonably to attempt to expeditiously resolve all issues prior to the initiation of the formal grievance process or, if a grievance is filed, at the lowest possible step.

Step 1. Prior to filing a written grievance, a representative of the Guild – a shop steward, unit officer (a unit member duly appointed or elected by the Unit) or Guild Representative may meet with an appropriate representative of the Organization, with or without the grievant(s).

Step 2. If the issue is not resolved in Step 1, up to three (3) members of the Guild Grievance Committee and the Organization will meet within seven (7) business days after the Guild provides written notification to the Organization of the grievance, including the remedy the Guild is seeking.

Step 3. If no settlement is reached within fifteen (15) days of the Step 2 meeting, the Guild may submit a demand for binding arbitration, unless the parties mutually agree to binding expedited arbitration. If, on initiation of arbitration, the parties cannot agree on an impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of arbitrators and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator.

At the outset of any arbitration, prior to opening the record for evidence, the arbitrator must first attempt to mediate the case for final resolution. In the event that the parties are unable to mediate their dispute successfully, the arbitrator shall resolve the grievance upon the parties' oral closing arguments, and without written briefs.

All joint costs of such arbitration (for example, any FMCS fees, the fees and expenses of the arbitrator, hearing room costs) shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

Attorneys shall be allowed to present cases at arbitration. The parties shall reasonably cooperate to identify a time and place for the arbitration that is convenient to the parties and likely witnesses.

Section 3. Arbitrator's Award

The arbitrator shall have no power or authority to amend, alter, or modify this Agreement. The arbitrator shall have no power to impose any new agreement or any renewal or extension of this Agreement. The arbitrator's decision shall be final and binding.

Section 4. Time extension

The time limits set forth in this Article may be extended upon mutual agreement of the Guild and the Employer.

ARTICLE 12. PROMOTIONS

Section 1. Promotions

Employees may be considered for promotions within the bargaining unit during their annual performance review, following a job description review process, when a position is posted internally, or when there is an Organizational need for a role expansion. Employees can choose to apply for open positions and receive the benefit of the internal hiring process as outlined within Article 9 (Hiring). An employee may also request a promotion at any time.

During the review processes noted above, an employee can discuss the necessary skills and professional development needed to work towards future promotions.

Decisions regarding promotions and bonuses shall not take into consideration employee performance reviews other than the most recent performance review.

An employee who requests and is not awarded a promotion may request and will receive written feedback as to why they did not receive a promotion. At the employee's request, the Organization shall meet with the employee and, at the

employee's request, a representative of the Guild, to discuss how the employee may improve their prospects of a future promotion.

Section 2. Job Description

The Organization will update and approve the job description for the employee's new bargaining unit role before the promotion is finalized, and will provide each employee, within one (1) week of the employee's promotion, that new job description, in a standardized organizational format. The job description should reflect the new role and duties and should not simply be a copy of the job description for their previous position. A copy of the job description will be maintained in the employee's personnel file.

ARTICLE 13. DISCIPLINE AND DISCHARGE

Section 1. Just Cause

Employees who have completed their probationary period shall not be subject to discipline or discharge without just cause. Other than for gross misconduct, the Guild and the employee shall be notified in writing with specifications of the facts alleged to constitute just cause. Except in cases of gross misconduct, the principles of progressive discipline shall be followed. Disciplinary action shall be limited to the following:

- Verbal warning;
- First Written Warning;
- Second Written Warning;
- Last chance probationary period of two (2) weeks
- Dismissal.

Section 2. Discharge Due to Incapacitation

Notwithstanding anything else in this Agreement, if an employee is incapacitated by reason of physical or mental illness or injury that results in a material inability to perform the duties of their position, and if, after a period of ninety (90) consecutive days of such incapacitation the employee is unable to resume performance of his job

and no ADA reasonable accommodations are available, then the Organization's dismissal of the employee may be deemed for just cause even though no prior discipline has been issued.

Section 3. Notification to the Employee and the Guild

The Guild and the employee shall be notified in writing of any discipline or discharge.

Section 4. Records of Discipline

Any documentation of discipline shall not be taken into consideration one (1) year after issuance if the issue is rectified.

Thirty (30) days before one (1) year from the date of any discipline, an employee may request in writing that their supervisor confirm that the issue has been rectified. If the issue has been rectified, the supervisor shall confirm, and such writing shall be placed in the employee's personnel file.

ARTICLE 14. REDUCTION IN FORCE

Section 1. Reduction in Force

A dismissal of an employee to reduce the workforce (layoff), as distinguished from a dismissal for just cause, shall not be made unless and until the Employer establishes that such dismissal is necessary for legitimate business reasons and all other reasonable alternatives have been considered in good faith as provided below.

In the event of a layoff affecting employees within the bargaining unit, the Organization shall begin the process by consulting with the Guild at least one (1) week in advance of notice to the affected employees. The Organization will provide a detailed explanation and budget demonstrating why these unit positions are being eliminated and shall meet with the Guild to discuss potential alternatives to layoffs.

Employees will not lose access to company email and other company resources until the end of the notice period, unless email or company resources are misused to disparage or otherwise harm the company, its clients or potential clients. In that case, the employee will lose access immediately upon discovery and forfeit all claims to severance.

Employees may use work time during their notice period to look for and secure other employment. These activities may include but are not limited to online job searching,

drafting resumes and cover letters, and conducting interviews.

Supervisors are encouraged to discuss with their employees job opportunities within the Organization and the labor movement.

At the same time as notifying the affected employees of the layoff, the Organization agrees to notify all unit Employees of the intended layoff, and request whether any of the Employees wish to volunteer for the layoff to reduce the number of Employees to be laid off. The Guild will be provided with a copy of the notice to the Employees at the same time it is sent to the Employees.

Provided the selection for layoff of any Employee(s) who volunteers for layoff would meet the financial and operating needs of the Employer, such volunteer(s) shall be the person(s) selected for layoff. To the extent that selection of any or all of the volunteers would not meet the above-stated Employer needs, or volunteers are not in sufficient numbers to meet the layoff numbers, the Employer shall proceed with its own layoff selections. Consideration of Employees for dismissal or layoff for economic reasons will be implemented on the basis of seniority.

Section 2. Recall List

Laid off employees shall be placed on a recall list and retain their seniority for up to one (1) year. During that one-year period, such employees shall remain on the recall list until they are recalled, decline an offer of written recall, or fail to provide a timely response to an offer of recall. Upon a vacancy, the Organization shall send a notice by email to the last known address and email address of all persons on the recall list who previously worked in a substantially similar role in which the vacancy occurs.

A substantially similar role includes the same position/job title or a role at the same level within the Organization with substantially similar job functions and responsibilities. A copy of the notice shall also be sent to the Guild. If, within ten (10) business days of the date of the email, an employee fails to accept the offered re-employment, the employee shall be removed from the recall list. In the event of a timely reply, the Organization shall fill the vacancy from among those replies requesting employment in order of seniority. Time spent on a recall list shall not constitute a break in continuity of service.

ARTICLE 15. SENIORITY

Section 1. Definition

An employee's seniority date shall be the employee's first day of work with the Organization, as either a bargaining unit or non-bargaining unit employee. Time spent with the Organization as a regular, part-time, or temporary employee shall be counted towards an employee's seniority start date and one-time compensation increases as described in Section 1 of Article 25 (Salary & Wage).

Employees will retain their seniority date while continuously employed by the Organization. For purposes of this Article, employees shall be deemed continuously employed by the Organization while on approved leave of absence from the Organization and while employed by the Organization in a non-unit position.

Section 2. Returning Employee

A former employee who returns to employment in a bargaining unit position will be credited for previous time served but not for their absence, and will accrue benefits at the level associated with their time served. Their seniority date will be adjusted to reflect time served without absences.

ARTICLE 16. PERFORMANCE EVALUATION

Section 1. Definition and Performance Evaluation Overview

A performance evaluation is a review of an employee's performance and should be based upon job-related criteria only. Employee performance evaluations are for the purpose of evaluating individual employee performance and discussing professional and leadership development, advancement within the Organization, and professional goals for the year to come. Employee evaluations should acknowledge changes affecting the employee's position, including workload, which have occurred since the last evaluation. The performance evaluation process will also provide an opportunity for all staff to practice and grow key feedback competencies.

Performance evaluations may be conducted at any time during an employee's probationary period and will be scheduled for all other employees annually. While performance evaluations are ordinarily shared and discussed orally with an employee in a meeting, the Employer will also maintain a record regarding the

evaluation. Written performance evaluations may be requested by employees or management.

Section 2. Self Evaluation

In advance of a performance evaluation meeting, and whenever a written performance evaluation is requested, the employee shall receive a written performance self-evaluation form in which they can reflect on and assess their own performance for job-related duties, review their job description and suggest updates, indicate their professional development goals for the year ahead, and assess progress on professional development goals from the prior year (if applicable). The self-evaluation form will also provide an opportunity for the employee to reflect on the direction, guidance, and feedback received from supervisors. Where the Employer does not require the employee to fill out and return the self-evaluation form, the employee may nonetheless do so for the record.

If an employee believes that external factors are impacting an employee's performance or ability to do their job, employees are encouraged to discuss that with their supervisor and/or management at the earliest opportunity (outside the performance evaluation process).

Section 3. Supervisor Evaluations of Employees

As part of the performance evaluation, each supervisor will meet with the employee and provide feedback using the same form that was provided in advance to the employee. Such feedback will be provided in writing upon request.

The supervisor's review will provide an opportunity for the supervisor to reflect on and assess the employee's performance for job-related duties, review the employee's job description, and suggest areas for growth and professional development for the employee. The employee and their supervisor(s) will discuss the supervisor's feedback during the performance evaluation meeting. Any mutually agreed upon changes made to the employee's job description will follow the process outlined in Section 1 of Article 17 (Workload Assessment).

ARTICLE 17. WORKLOAD ASSESSMENT

Section 1. Job Description Review Process

The Organization will provide each employee, within one (1) week of the employee's start date, a job description in a standardized organizational format. A copy of the job description will be maintained in the employee's personnel file.

The job description will be reviewed and updated during the employee's performance evaluation, if requested, and upon the employee's request where significant long-term changes have been made to duties and responsibilities. If a meeting is requested by the employee, they shall meet with their supervisor to discuss any significant changes to their responsibilities or role that may necessitate changes to their job description; if the employee and their supervisor do not reach resolution in their meeting, they shall schedule a follow-up meeting with their supervisor and a Guild representative if requested.

If it is mutually determined that the employee is performing job duties outside of their current job description on a continuing basis, the Organization may either revise the employee's job description or may reassign work to ensure the employee is no longer handling those job duties. For significant long-term changes to an employee's job description made after the initial hire, the employee will be given at least fourteen (14) days' notice and an opportunity to share written input and submit it to their supervisor prior to the Organization's finalization of the revised description. A copy of the revised job description will be added to the employee's personnel file and to the Guild. If the employee's job description is changed to a higher job classification level, their salary will be increased to at least the minimum salary for the higher classification but in no case shall the employee be paid less than their current salary.

ARTICLE 18. PROFESSIONAL DEVELOPMENT

Section 1. Definition

The Organization values the growth, development, and retention of its employees. Professional development is defined as an educational or training opportunity that is beneficial to grow and function in the employee's role at the Organization.

The Organization encourages employees to pursue professional development opportunities including, but not limited to, courses, seminars, trainings, workshops, books, and conferences.

Professional development check-ins between an employee and their supervisor should include specific discussions assessing the employee's progress to achieve their professional development goals and any support they request from their supervisor. Professional development check-ins should be scheduled in addition to and outside of regular weekly check ins.

Section 2. Authorization and Reimbursements

All requests to attend professional development events shall be made at least thirty (30) days in advance, if possible, of the professional development event.

Employees must submit all requests to use work time for professional development or to have an expense related to professional development reimbursed to their immediate supervisor via email.

If the supervisor determines that:

1. requested professional development events or materials are directly applicable to the work that the employee currently performs or is likely to perform for the Organization

AND

2. the scheduling of professional development events is not in conflict with other Organizational needs,

then the supervisor will authorize such professional development as work time and/or a reimbursable expense. The Organization will reimburse employees up to \$500 for authorized professional development expenses within a calendar year.

If a professional development request meets the approval criteria but the cost exceeds \$500 or the employee has already exhausted their annual professional development reimbursement, the supervisor may authorize work time to participate in professional development without authorizing a reimbursement.

If the supervisor determines that requested professional development events or materials are not directly applicable to the work that the employee currently performs or is likely to perform for the organization, they will not authorize an expense reimbursement or work time participation. In such cases, the employee may submit a request for PTO as described in Article 23 Section 2.

Professional development expenses beyond \$500 in a calendar year may be considered on a case by case basis by the Organization's CEO, and must meet the highest standard for relevance to an employee's current or anticipated job duties.

Part-time employees shall have access to a pro-rated professional development reimbursement.

Section 3. Organization-Required Trainings

The Organization shall pay the expenses of any training it deems necessary for employees' performance and in which it requires employees to participate. Time spent at such Organization- required training shall be considered regular work time, and the Organization's regular expense reimbursement policies and procedures shall apply for any associated travel expenses.

If a supervisor requires an employee to attend a professional development training, the costs will not be charged to the employee's annual reimbursement in Section 2.

Once the Agreement is in effect, the Organization will work with the Labor Management Committee to incorporate our racial justice, equity and inclusion values, as well as professional development of competencies within these areas, into required training for all staff and into training specifically for managers.

ARTICLE 19. PART-TIME, TEMPORARY EMPLOYMENT, PAID INTERNS, AND CONTRACTORS

Section 1. Part-Time Employees

A part-time employee is one who is hired to work regularly less than thirty (30) hours per week.

A part-time employee shall not be employed for work normally or appropriately performed by a regular full-time employee (unless the Organization has determined that the workload of such work is not sufficient for a regular full-time employee), nor where, in effect, such employment would eliminate or displace a regular full-time employee. Subject to these limitations, a part-time employee who is performing the kind of work normally performed within the bargaining unit and whose part-time position is not a supervisory, managerial, confidential, or a security guard position, shall be included in the bargaining unit.

A part-time employee shall be paid on a salaried basis or on an hourly basis equivalent to at least the prorated weekly minimum salary provided for the employee's job classification level laid out in this Agreement.

A part-time employee shall be eligible, on a prorated basis, for all benefits in the Agreement and any other benefit or leave required by law.

Section 2. Temporary Employees

For purposes of this Agreement, "temporary employees" are employees hired for an anticipated term of employment that is twelve (12) months or less. A "temporary" employee performing the kind of work normally performed within the bargaining unit, whose position is not a supervisory, managerial, confidential, or a security guard position, shall be included in the bargaining unit and subject to the provisions of the Collective Bargaining Agreement (CBA) that apply to probationary employees, except that their employment terminates at the scheduled end of their term. As with all probationary employees, such termination shall not be subject to the grievance/arbitration procedure or just cause.

Temporary employees must receive four (4) weeks notice prior to the end of their term as to whether the Organization intends to retain them as an employee in a substantially similar capacity.

If the Organization offers to retain the employee beyond the scheduled end of their term, the notice must either a) offer continued employment under the same terms except that their employment is no longer of a fixed duration or b) offer a position under new terms, making those terms clear (e.g., a good faith salary offer and a job description), and if the position remains of limited duration, the length of new employment and what considerations could impact the Organization's ability to offer a position that is not of limited duration. Under no circumstances can a temporary employee be offered a limited-term position more than three (3) times.

If the Organization does not offer to retain the temporary employee in a substantially similar capacity, it must notify the Guild as well as the employee.

If a position that is or has been covered by a temporary employee is transitioned to a full-time position, and that temporary employee has been performing the functions of the job at a satisfactory level, and there is no reason for discharge that would otherwise meet the standards of just cause termination, that temporary employee may be offered the full-time position.

Section 3. Paid Interns and Contractors

For purposes of this Agreement, "paid interns" are employees who are hired for an anticipated term of employment and who perform work that is consistent with the educational and development nature of the internship, including work that is complementary to work done by bargaining unit employees.

For the purposes of this Agreement, "contractors" are individuals or business firms who are engaged as non-employees to provide goods and/or services to Concerted Action. Contractors are engaged on a case-by-case basis to meet the need of a specified project or projects and may be assigned any duty, including work that is complementary to work done by bargaining unit employees.

Neither paid interns nor contractors are included in the bargaining unit covered by this Agreement, and neither will be used to replace bargaining unit employees or positions.

ARTICLE 20. ACCESS TO PERSONNEL FILES/INFORMATION

Section 1. Maintenance of Files

The Organization shall maintain personnel records which include an employee's cover letter, resume, a job description for the position, required payroll documents, compiled performance reviews, formal disciplinary records and all pertinent documents concerning the employee's employment record.

Section 2. Employee Access to Files

An employee has the right to view documents in their personnel file, and the organization will provide an electronic copy to the employee within ten (10) business days of the employee's request. Responses to employee requests are subject to extension based on the Employer's administrative capacity and operating obligations.

The employee shall receive an electronic copy of any material related to discipline or job performance that is put into their official personnel file. The employee has the right to have their written response to any material related to discipline or job performance in the official personnel file attached to the material.

Section 3. Guild Access to Files

When reasonably necessary to administer this Agreement or to process a grievance, and upon presentation of an employee's signed access authorization to the Organization, the Organization will make available for review and furnish copies to the Guild representative all, or designated, materials in an individual employee's personnel file.

Section 4. Confidentiality of Files

The Guild and the Organization affirm their commitment to maintain optimum confidentiality for employee personnel records. The parties, moreover, appreciate that the privacy of employee records would be impaired by improvident access to and/or duplication or publication of materials or information contained in employee personnel files. Consistent with these concerns, the Guild agrees that it will be judicious in requests for access to or copies of materials in individual employee personnel files and that it will handle all such materials with an abiding respect for the need to maintain optimum confidentiality of personally identifiable information,

balanced against its obligation as bargaining representative to process grievances and administer the Agreement.

ARTICLE 21. HOURS AND OVERTIME

Section 1. Work Week

The parties recognize that exempt employees are required to work whatever hours and schedules are necessary to perform their jobs. The core work week for exempt and nonexempt employees is forty (40) working hours per week, with additional hours as dictated by client needs and approved by management.

The normal hours of operation for Concerted Action are Monday through Friday, 9:00 AM to 5:00 PM Eastern Standard Time, although project and client needs may require work outside of these hours. Employees may arrange a flexible work-time schedule with their supervisor as described in Section 3, which may take into account the time zone in which they live so long as client and Organizational needs can be accommodated.

Whenever possible, staff meetings intended to be attended by staff across the Organization will be scheduled Monday through Friday between 12pm and 5pm ET.

Section 2. Time Tracking

Part-time and non-exempt employees must turn in a weekly timesheet to their direct supervisor.

Section 3. Flexible Work-time Schedules

The Organization recognizes the benefits of a flexible work-time schedule to the work environment and to employees' personal and family lives and maintains a flexible work-time policy. A flexible work-time schedule may be arranged with the approval of the employee's supervisor.

No reasonable request for a flexible work-time schedule that meets the needs of clients and the Organization will be denied.

Flexible work-time schedules may be established to cover forty (40) working hours

per week, or the regularly scheduled hours of a part-time employee. Non-exempt employees who work beyond forty (40) hours in a workweek shall be entitled to overtime pay as described in this Article.

Section 4. Scheduling Procedures for Personal Appointments

Personal appointments of up to two hours (including travel time) within a single business day (Monday through Friday) need not be reported to or approved by a supervisor, so long as they are not in conflict with an existing meeting and will not impede the Employee's ability to meet established work deadlines. If an Employee has personal appointments totaling more than three hours on any given business day, the employee should request PTO or Sick Time instead. Personal appointments and PTO may not be scheduled on the same day.

Employees are encouraged to place personal appointments scheduled between the hours of 9 AM and 5 PM EST on their Google calendar so that they are visible to their supervisor. The nature of the personal appointment need not be disclosed, and their supervisor will make every reasonable effort to schedule around such appointments.

If the Employee has not added a personal appointment to their Google calendar in a manner that is visible to their supervisor, the supervisor has no obligation to schedule either new meetings or new deadlines around it. The Employee may still keep that personal appointment, but may be subject to discipline if it affects work performance.

It is the Employee's responsibility to alert their supervisor in advance if a personal appointment is in conflict with an existing meeting or will impede the Employee's ability to meet a work deadline. In such cases, the supervisor may take into account the nature of the appointment, if disclosed, in deciding whether to make an accommodation. Medical appointments will always be accommodated but may require a doctor's note.

Personal appointments are not hours worked and not part of any overtime calculation.

Section 5. Equipment/Tools

The Organization will provide support in a number of ways for employees to establish and maintain a successful remote workplace. Employees will be provided with an initial Technology Reimbursement and an annual Home Office Reimbursement for use toward improving and outfitting a remote workplace.

Reimbursements will be provided after the submission of valid receipts for purchases made by the employee and approval from management.

- Upon hire, employees will be eligible for an initial Technology Reimbursement of up to \$1200 to reimburse the expense of purchasing a computer or laptop, and \$400 /year in Home Office Reimbursement to use toward their own home office equipment, furniture, or materials.

Remote workplace equipment includes but is not limited to external monitors, external keyboards, office chairs, computer microphones, webcams, office desks, and computer mice. At the employee's discretion, the annual Home Office Reimbursement may also be applied to the purchase of a computer or laptop or to the cost of home wi-fi service.

Those employees seeking to use their initial Technology or annual Home Office Reimbursement must submit a Concerted Action expense request form accompanied by receipts for all items being expensed.

- Expenses reimbursement requests must be submitted monthly during the first week of the month after which the expense was incurred (i.e. September items need to be submitted for reimbursement during the first week of October).
- Employees must complete a new Expense Reimbursement Google Sheet each month they are submitting an expense reimbursement request.
- Email the completed Expense Reimbursement Google Sheet along with copies of all receipts to their supervisor via email.
- Receipts should use clear file names of the date and vendor as it appears in the Expense Reimbursement Google Sheet.

Employees who leave Concerted Action for any reason within 90 days of receiving their Technology or Remote Stipend must reimburse the stipend amount, which will be deducted from their final paycheck.

Section 6. Work Travel

Work travel is out-of-town travel for work purposes. Concerted Action will cover the reasonable cost of approved out-of-town travel for work purposes. Travel expense reimbursement requests are to be submitted in accordance with Concerted Action policy and procedure for business expense reimbursement.

During emergency situations where travel poses health risks to employees, the Organization will cease all work travel. As these situations arise, no request to delay or cancel travel will be unreasonably denied. Employees required to travel

on airplanes or via public transportation will be provided or reimbursed for the necessary personal protective equipment, such as but not limited to masks, hand sanitizer, and gloves, to do so safely.

Section 7. Classifications

The Office and Marketing Assistant and Social Media Organizing positions are eligible for overtime. The Social Media Strategist, Digital Organizer, Digital Technologist, Media Outreach Specialist, and Digital Organizing Strategist are exempt from overtime.

Section 8. Overtime For Non-Exempt Employees

In general, the Organization may require non-exempt employees to work overtime to meet organizational needs. An employee who believes that overtime work will be needed is required to provide as much advance notice as reasonably practicable so that the Organization can decide whether to authorize the work. A non-exempt employee shall not work more than forty (40) hours in a workweek without documented authorization from the Employer in advance.

If asked and/or authorized to work overtime, non-exempt employees will be compensated at one and one-half (1.5) times their regular rate of pay for time worked that exceeds forty (40) hours in a given workweek, or as otherwise required by applicable law. If a non-exempt employee works more than eight (8) hours in a day, but not more than forty (40) hours in total in the same workweek, the employee will not be entitled to overtime pay, unless otherwise required by applicable law. Non-exempt employees working overtime repeatedly or on a regular basis are encouraged to meet with their manager according to the process outlined in Article 16 (Workload Assessment).

Non-exempt part-time employees shall not work more than their regularly scheduled hours in a workweek without documented authorization from the Employer in advance and overtime shall only be paid for time worked that exceeds forty (40) hours in a workweek, unless otherwise required by applicable law.

Section 9. Compensatory Time For Exempt Employees

Full-time exempt employees who are required to work a significant number of hours on a holiday as defined in Article 23 Section 1 of this agreement will be permitted to take compensatory time. An employee will receive one compensatory day for every holiday on which significant required work was performed.

When a full-time exempt employee works any hours in excess of forty (40) hours

in a work week, any such excess hours that are worked on a Saturday and/or Sunday will entitle the employee to compensatory hours off on a 1 to 1 ratio.

Compensatory time is to be taken as close to the additional worked hours as the work schedule permits and may be accrued for up to two (2) months unless other arrangements are made with the employee's supervisor. An employee will notify their supervisor in advance of taking their compensatory time.

Compensatory time does not require the same advance notice as PTO, and a request for compensatory time will be prioritized over PTO requests. Compensatory time may be granted even in cases where 33% of staff are already out on PTO, provided that the needs of the Organization are still met.

Compensatory time will be added to the shared PTO calendar and will be treated as PTO for the purpose of scheduling. Compensatory time is not hours worked and is not part of any overtime calculation. Compensatory time shall not be cashed out at any time.

Section 10. Weather-Related Office Closures

Given the remote nature of our workforce, Concerted Action does not follow specific guidelines for the closure of business. Because we are a service-oriented business with employees and clients in a number of geographic locations, employees should assume they are working a normal workday, unless weather conditions prohibit them to do so (for example, experiencing a power or internet outage as a result of the weather). In that case, the employee must report the outage and their availability with as much advance notice as possible to their manager and project teams.

ARTICLE 22. SEVERANCE PAY

Section 1. Severance Pay

Employees shall not be entitled to severance pay except in cases specified below for separation in connection with a reduction in force.

Applicable severance pay for a separated employee who is terminated as part of a reduction in force (including voluntary resignations in accordance with Article 14: Reduction In Force) shall be calculated under the following formula: one and a half (1.5) weeks pay for each year of service or fraction thereof, up to a maximum of

eight (8) weeks' base pay and a minimum of two (2) weeks' pay, such pay to be computed at the employee's current weekly compensation received from the Organization.

Part-time employees will receive severance pay on a prorated basis.

Section 2. Severance Pay Options and Benefits

The Organization reserves the right to choose whether severance is paid as a lump sum or in accordance with the normal payroll cycle.

During and after the period an employee is receiving severance under this Article, the individual may elect to continue to participate in the Company's medical, dental and vision plans, to the extent allowed under COBRA at their own expense.

ARTICLE 23. HOLIDAYS & LEAVE

Section 1. Holidays

The Organization observes the following paid holidays:

- New Year's Day
- Dr. Martin Luther King Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Juneteenth
- The Fourth of July
- Labor Day
- Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Paid holidays will be scheduled each year according to the established dates of observance and will coincide with the closing of the Organization offices or operations. A list of paid holidays for the year will be distributed by Concerted Action Management at the start of the calendar year. In general, if a paid holiday falls on a Saturday, the Organization will observe the holiday on the preceding

workday. In general, if a paid holiday falls on a Sunday, the Organization will observe it on the following Monday. If a holiday occurs within an employee's scheduled vacation, the employee should record that day as holiday leave, not as PTO that counts towards the days they must take during a calendar year.

All Organization employees are eligible for paid holidays, provided that the holiday falls on a regularly scheduled workday for that employee.

Section 2. Paid Time Off

The PTO provided under this Agreement is intended to comply with all applicable federal, state and/or local laws mandating employer-paid and/or unpaid parental leave, family and medical leave and sick leave, and shall run concurrently with and count toward fulfillment of any such mandated leave. Where an employee is covered by a public leave benefit (such as the District of Columbia paid family leave program), the employee shall promptly apply for such public benefit, and paid leave provided by Concerted Action under this Agreement may be used to make up the difference between the public benefit amount awarded and the employee's regular wages, so that the employee receives no more than 100% of their regular wages while on leave. The same coordination and integration of benefits shall apply where the employee is covered by the Employer's disability insurance.

In keeping with the nature of the labor movement as well as Concerted Action and WBNG's shared advocacy for a healthy work/life balance, Concerted Action employees have unlimited PTO and are strongly encouraged to use PTO within a given calendar year.

Unlimited PTO does not roll over from year to year and is not paid out.

PTO should be requested by email to the employee's direct supervisor. The supervisor shall respond to the request by email and approved PTO will be entered on the shared PTO calendar in Google, visible to all staff.

Preference will be given to PTO requests received at least four weeks in advance.

To avoid understaffing that is detrimental to operations, it is the Organization wide policy that not more than 33% of staff regardless of their position inside or outside of the bargaining unit will be granted PTO at the same time.

No request for PTO shall be unreasonably denied, but supervisors reserve the right to assess the needs of the organization and clients and reject requests when necessary. PTO can be denied in instances where it would create an unreasonable workload for other staff or significantly impact business operations, including but not limited to client projects, all-staff events or job-related training.

PTO does not count as hours worked and is not part of any overtime calculation.

In the event that sick leave, parental leave, or bereavement leave causes the Organization to be critically understaffed, employees who have approved PTO or compensatory time may be asked to reschedule their time off or return to work early in order to cover urgent business needs.

Section 3. Sick Leave and Notification

Sick leave is time off with pay when an employee is too ill to work and may also be used for an employee to attend appointments with doctors, therapists or dentists or other medical appointments, receive medical care, care for an ill family member, tend to their mental health, or any other basis provided under applicable law.

Sick leave is separate from PTO as described in Article 23, section 2. Unlike PTO, sick time may be taken even if more than 33% of company staff is already scheduled to be off.

If an employee requires three or more consecutive sick days or four or more total sick days over a two-week period, the Organization may require a doctor's note for the continued use of sick leave. The Organization may allow continuation of such sick leave, for up to ninety (90) consecutive days in total, based on adequate medical substantiation of the need for such continued use. Sick leave shall otherwise be used at the employee's discretion.

To the extent that sick leave can be planned in advance, sick time will be added to the shared PTO calendar and will be treated as PTO for the purpose of scheduling. Sick leave is not hours worked and is not part of any overtime calculation.

An employee must notify their supervisor as soon as possible -- preferably by 9:00 am in the employee's time zone -- of a sick leave absence. Employees who are experiencing a medical emergency themselves or that of a close family member are also strongly encouraged to discuss with management whether other arrangements may be available, such as short-term disability, FMLA, unpaid leave, etc. The Organization will comply with all applicable laws regarding sick leave.

Section 4. Parental / Family Leave

All employees shall be entitled upon completion of their probationary period to take up to six (6) weeks of paid parental or family leave for the birth, adoption, or foster home placement of a child as set out below. An employee may request an additional twelve (12) weeks of unpaid parental or family leave to be used after their six (6) weeks of paid parental or family leave.

Paid or unpaid parental or family leave need not be continuous and can be accessed multiple times a year if the need arises. An employee can also request additional PTO per the policies in this Article.

For any period of unpaid parental leave, employees will continue to receive benefits provided the employee pays any required employee contributions for benefits.

Parental leave will be added to the shared PTO calendar and will be treated as PTO for the purpose of scheduling. Parental leave is not hours worked and is not part of any overtime calculation.

An employee will be returned to the same position at the end of the parental or family leave and will face no deduction in pay. If the duties and responsibilities of the position have changed during the leave, or the position is eliminated, the Organization shall seek to return the employee to a substantially equivalent position at the end of the leave. If returning the employee to a substantially equivalent position is not possible, they will be eligible for severance pay benefits according to Article 22 (Severance Pay).

Section 5. Bereavement Leave

Employees will have up to five (5) days of paid bereavement leave for the death of any person who is a family member or with whom the employee shares a family-like relationship by reason of affinity. In extreme circumstances, such as international travel or extended domestic travel, an employee may request that bereavement leave be extended. An employee will be paid only for days off that otherwise would have been regularly scheduled work.

To the extent that bereavement leave can be planned in advance, bereavement leave will be added to the shared PTO calendar and will be treated as PTO for the purpose of scheduling. Bereavement leave is not hours worked and is not part of any overtime calculation.

Section 6. Jury Duty Leave

Employees will receive paid time off for jury duty. Employees must notify their supervisor immediately upon receiving notice of jury duty and may be asked to provide a copy of the summons and a court clerk's certificate noting the jury time served. Jury duty leave will be added to the shared PTO calendar and will be treated as PTO for the purpose of scheduling. Jury duty leave is not hours worked and is not part of any overtime calculation.

Section 7. Unpaid Leave

Full-time employees in good standing may occasionally request unpaid leave. Unpaid leave must be approved in advance by the employee's supervisor.

For any period of unpaid leave up to a full pay period, employees will continue to receive benefits provided the employee pays any required employee contributions for benefits.

If an employee is elected or appointed to a position in The NewsGuild-CWA or AFL-CIO, or local of The NewsGuild-CWA, or an organization with which The NewsGuild-CWA is affiliated, or in the organized labor movement, such employee, upon the employee's request, shall be given an unpaid leave of absence, and if possible shall be reinstated in the same or substantially equivalent position upon the expiration of such leave as set forth in Section 4 above.

Section 8. Military Service Leave

Employees who are in the Reserves of the United States Armed Forces or the National Guard will be granted short-term reserve service leave, not to exceed ten (10) working days, once during each calendar year to train with their unit. Reserve service leave is unpaid but an employee can substitute accrued vacation leave and/or personal day pay. Benefits, including leave benefits, will continue to accrue during such short-term reserve service leave.

An employee in the active military reserves or active National Guard shall be excused from work for unpaid leave if called to serve a tour of active duty training or active duty service, upon furnishing a copy of official orders to their supervisor.

The Organization conforms to all state and federal statutes pertaining to employment rights and benefits applicable to military service members and their families.

Section 9: Job Abandonment

If an employee fails to report for work as scheduled, without contacting the Organization to obtain excused absence, for three (3) consecutive days, the employee may be considered to have abandoned their position and voluntarily resigned unless a sudden incapacitating injury, accident or similar emergency event prevented the employee from reporting or making contact throughout that three-day period.

ARTICLE 24. BENEFITS

Section 1: Professional Employment Organization

In order to allow employees the benefit of working from anywhere in the country, the Employer must retain the right to pursue affordable benefits options as they become available in different states and municipalities. A co-employment relationship with a Professional Employer Organization (PEO) allows our firm to operate across state lines while remaining compliant with local and federal laws.

The Employer reserves the right to change or terminate its PEO relationship at any time provided that the benefit contributions described in this Article remain the same.

Concerted Action recognizes that a robust benefits package which includes group medical and retirement plans is essential for employee retention and in line with our core values. The Organization is committed to selecting benefits plans that take into account feedback and preferences from employees. Once this Agreement takes effect, such feedback may be provided through the Labor Management Committee.

As a small business with tight operational margins, Concerted Action is unable to offer benefits that make up for the lack of social policies that should be addressed by state and federal law. As an Organization, we are committed to serving clients and campaigns that push for better social policies, including but not limited to student loan forgiveness and single-payer healthcare.

Section 2: Healthcare, Vision, Dental, Life and Disability Insurance

Healthcare, vision, dental, life and disability benefits are currently provided through TriNet. This PEO arrangement also allows the Organization to access group insurance options that would otherwise be unavailable to a firm of this size.

Upon the Effective Date of this agreement, the employer contribution to healthcare benefits will increase to \$500 per month for an individual and \$900 per month for family coverage. (\$250 per pay period for individual coverage or \$450 per pay period for family coverage.)

The employer shall contribute \$5 per month toward vision insurance (\$2.50 per pay period) and \$20 per month (\$10 per pay period) toward dental insurance.

The employer shall cover the full cost of a \$10,000 Basic Life Accidental Death and Dismemberment policy. Additional life, accident and disability insurance policies are available through TriNet at the expense of the employee.

Section 3: Retirement

Simple IRA benefits are currently provided through Serenity Wealth Management.

Upon the Effective Date of this agreement, the employer will continue to automatically contribute a flat 2% of base wages to employee IRA accounts.

If the Organization ever plans to identify a new provider to replace Serenity Wealth Management, the Guild will have adequate representation in the search process.

Section 4: Other Insurance Benefits

Concerted Action will provide life insurance, accidental death and dismemberment insurance, and short-term and long-term disability insurance for employees, either on the same basis as or more beneficial than or greater than that provided prior to the effective date of this agreement.

ARTICLE 25. SALARY AND WAGE

Section 1. Job Classification Levels & Salary Ranges

In accordance with Concerted Action's fight for economic justice, Concerted Action seeks to compensate its employees fairly and competitively. In keeping with this, there shall be a salary floor of \$45,000 annually for all full-time exempt employees and \$21.64 hourly for part-time and non-exempt employees.

The salary bands are as follows:

- Office & Marketing Assistant: \$45K - 50K
- Social Media Organizer: \$50K - 65K
- Social Media Strategist: \$60K – 70K

- Digital Organizer: \$65K - 75K
- Digital Technologist: \$65K - \$80K
- Earned Media Specialist: \$70K - \$80K
- Digital Organizing Strategist: \$75K - \$85K

Employees will receive a 1.5% salary or wage increase effective January 1, 2024.

Employees will receive a 1.5% salary or wage increase effective January 1, 2025.

Section 2. Part-Time Employees

Part-time employees shall be paid at a rate that is not less proportionally than the minimum salary provided for the employee's job classification level.

ARTICLE 26. MISCELLANEOUS

Section 1. Severability

Should any provisions of this Agreement be determined to be in violation of any federal, state, or local law or regulation, such determination shall not in any way affect the remaining provisions of the agreement which shall remain in full force and effect. The parties shall negotiate such modifications as are necessary for compliance with law.

Section 2. Modification

Any changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Organization and the Guild.

ARTICLE 27. DURATION

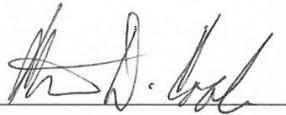
1. This agreement will take effect upon the date of ratification ("Effective Date") and will remain in effect until 11:59 pm ET on the day before the third anniversary of its Effective Date, and

shall inure to the benefit of and be binding upon the successors and assigns of the Employer.

2. During the term of this Agreement, the Guild agrees that there shall be no strike or work stoppage, and the Organization agrees there shall be no lockout.
3. An Employee shall not be required to handle struck work, nor shall an Employee be required to cross a lawful union picket line in the course of their work. This provision shall be interpreted and applied in accordance with applicable law.
4. By written notice at least 60 days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated.

AGREED ON THIS DAY

May 17, 2023



Steven Cook for WBNG



Christian Norton for Concerted Action

APPENDIX A. Policy Against Harassment, Sexual Harassment, Bullying, and Violence

Workplace Harassment, Sexual Harassment, or Bullying

We are committed to a business environment free of harassment, sexual harassment or bullying based upon, but not limited to the categories listed in our EEO statement. Given that we are a remote workforce, this policy extends to behavior exhibited remotely (as in, on a call or video meeting) or in person (as in, during meetings, events, or gatherings).

Workplace harassment includes offensive conduct that either creates a hostile or offensive work environment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature. Bullying includes repeated, health-harming mistreatment of one or more targets by one or more perpetrators. It is abusive conduct (verbal or interfering with the work of another) that is threatening, humiliating, or intimidating or prevents work from getting done.

We strongly disapprove of and will not tolerate workplace harassment, sexual harassment, or bullying of, toward, or by our employees or any persons with whom Concerted Action has a business, service, or professional relationship.

Workplace or sexually harassing behavior includes but is not limited to:

- Verbal, physical, written, or visual conduct or content that creates intimidating, offensive, or hostile working conditions.
- Behavior that interferes with work performance, or implies that submission to the conduct is either an explicit or implicit condition of employment.
- Employment decisions based upon submission to or rejection of harassing behavior.
- Impeding or blocking another's movement or otherwise physically interfering with work.
- Any behavior that creates an intimidating, hostile, or offensive work environment.

- Sharing slurs, jokes, pictures, drawings, cartoons, statements, or gestures interpreted as offensive, lewd, or discriminatory.

Bullying behavior includes, but is not limited to:

- Spreading malicious rumors, gossip, or innuendo.
- Excluding or isolating another socially.
- Intimidating, threatening, or abusing another person.
- Undermining or deliberately impeding a person's work or professional growth.
- Establishing impossible guidelines or deadlines that will set up the individual to fail.
- Withholding necessary information or purposefully giving the wrong information.
- Assigning unreasonable duties or workload in a way that creates unnecessary pressure.
- Yelling or using profanity.
- Criticizing a person persistently or continuously.
- Belittling a person's opinions.

If you experience or witness the behavior outlined in this section, please report the behavior as outlined in the “Reporting Harassment, Bullying, or Violence” section as quickly as possible. Any employees engaged in harassing behavior, sexual harassment, or bullying will be subject to a thorough investigation, as outlined in the “Investigation” section below, or immediate disciplinary action, including termination.

Workplace Violence

We are committed to providing a safe, violence-free company and strictly prohibit our employees, consultants, clients, visitors, or anyone else engaging in a company-related activity from behaving violently or threateningly. As part of this policy, we seek to prevent workplace violence before it begins and reserve the right to call out behavior that suggests a propensity towards violence even before any violent act occurs.

We believe that prevention of workplace violence begins with recognition and awareness of potential early warning signs and established procedures for responding to any situation that presents the possibility of violence.

Workplace violence includes, but is not limited to:

- Threatening, physically aggressive, or violent behavior, such as intimidation of others or attempts to instill fear in others.
- A propensity toward violence, which can include a demonstrated pattern

- of belligerent speech, excessive arguing or swearing, threats, sabotage, or refusal to follow company policies and procedures.
- Destruction of company property or causing physical damage to the facilities.
- Bringing weapons or firearms of any kind on company premises or while conducting company business.

For advice on reporting harassment, bullying, or violence, see the following section.

Reporting Workplace Harassment, Bullying, or Violence

We want everyone employed by Concerted Action to enjoy an inclusive workplace that is harassment-free and violence-free. One of the ways we foster this environment is to encourage you to voice issues or concerns you may have without fear of consequence or retribution. In some instances, it might make sense to advise the offender that their behavior is unwelcome or offensive and to request that it stop. However, it is never necessary for you to speak directly to an offender - you may also email or verbally report the incident to your manager or a Concerted Action Partner. If one of those individuals are the offender, or you are not comfortable discussing the conflict with them, you may contact our Professional Employer Organization (PEO) or a representative of the Guild. We would like to stress that you are not required to notify your manager if that manager is the offender in question. Upon request, a representative of the Guild may notify the PEO in the employee's stead.

Regardless of the nature of the offense, our PEO will be responsible for investigating and documenting the matter. Employees should notify investigators if any restraining order is in effect, or if a potentially violent non-work related situation exists that could result in violence during the workday.

Investigation

We take all reports of sexual harassment, harassment, bullying or violence seriously and commit to conducting thorough, prompt, and confidential investigations. Investigation of a particular incident may include individually interviewing the accuser, the target (if different from the accuser), accused, and any third-party witnesses, and will take into consideration any other potentially relevant information. We will similarly investigate acts of violence or harassment during in-person meetings or meetups by clients or by vendors. We will do our very best to maintain your confidentiality as the reporting employee and the details of the investigation, but we may need to disclose results in appropriate circumstances (for example, to protect individual safety).

If we find that sexual harassment, harassment, or violent behavior has occurred, we will take appropriate corrective action. The action will depend on the particular facts of the incident but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the perpetrator of unwanted behavior is a manager or partner, you should report the incident to our Professional Employer Organization (PEO), who will investigate and advise you as needed. Upon request, a representative of the Guild may notify the manager or partner, in the employee's stead.

The person filing the complaint will receive a full investigation and determination of next steps within 1 month of the initial complaint, unless that person and management agree to extend the timeline. Harassment may be grounds for severe disciplinary action, up to and including immediate termination.

Beginning when a complaint is filed, the targeted employee has the right to activate various interim measures to ensure their comfort during the investigation. The management or PEO will advise the person filing the complaint of the right of the targeted employee to these measures and implement them if they wish at any time during the investigation. Interim measures include, but are not limited to, ceasing contact between the targeted employee and the person who is the subject of the complaint during the period of investigation. Such a separation may include reassigning the targeted employee until the complaint is fully investigated and corrective action, if required, is implemented. Such approval will not be unreasonably denied.

If the harassment or violent behavior stems from a client, vendor, or similar non-employee, we will take appropriate corrective action in an attempt to ensure that such behavior stops immediately, or we will end the relationship with that person or entity as necessary.

We will not tolerate retaliation in any form against any person who exercises their right to make a complaint. Acts of retaliation should be reported to your manager, PEO, or a Partner immediately. On investigation, if we determine that an act of retaliation has occurred, we will take appropriate corrective action, which may include termination or dissolution of a business partnership.

APPENDIX B. Confidentiality and Nondisclosure Agreement

CONFIDENTIALITY AGREEMENT

As an employee of Concerted Action (the "Company"), and as a condition of my employment by the Company and in consideration of the compensation now and hereafter paid to me, I ("Employee") agree to the following terms of this Confidentiality Agreement ("Agreement"):

1. Non-disclosure of Confidential Information

(a) "Confidential Information" for purposes of this Agreement means the Company's non-public, proprietary business information and materials concerning, among other things: the Company's products, services, processes, plans, earnings, manner of operations, know-how, designs, formulas, methods, developmental or experimental work, improvements, or discoveries; the Company's prices or method of setting prices for its products or services; the Company's purchasing history and sources of supply; any of the Company's past, present or prospective customers or clients; any work performed for any customer or client of the Company; any actual or planned Company research on the business, operations, products or services of the Company or its existing or potential customers or clients; any method and/or procedure relating or pertaining to products or services or other work developed by the Company or contemplated by the Company to be developed.

"Confidential Information" additionally includes any confidential and proprietary information and materials belonging to a customer, client or other party that provides their confidential and proprietary information and materials to the Company, including but not limited to, such information and materials that have been disclosed to the Company under an obligation of confidentiality.

(b) Confidential Information does not include: information already known to Employee prior to receipt from the Company; information that is already or subsequently becomes available to the public through no fault or negligence of Employee; or information received by Employee from a third party that has no obligation of confidentiality with respect to such information.

(c) I agree during the period of my employment with the Company, and after termination of said employment for any reason whatsoever, to keep secret and not to, directly or indirectly, divulge, disclose, or communicate to any Person, in any manner whatsoever, except such disclosures to the Company or its agents and employees as may be necessary in the performance of my duties for the Company, any Confidential Information.

The restrictions contained in this subsection apply to all Confidential Information regardless of the source that provided or compiled such information and regardless of the person or entity that prepared any documents containing such information.

Further, upon termination of my employment with the Company for any reason whatsoever, I shall not, without prior written Consent, take, or make or retain any copies of, any drawings, reproductions, data, reports, pricing information, programs, tapes, card decks, listings and/or any other written, printed, graphic or recorded information relating or pertaining to the Company or its products. All such property shall be the sole and exclusive property of the Company and I shall have no interest therein. Notwithstanding the foregoing restrictions contained in this section 2, I may, upon termination of employment and for inclusion upon my resume, (1) identify those projects with respect to which I

provided services, and (2) with the prior consent of the Company, identify the client for which such services were provided and briefly describe the nature of my involvement therewith.

(d) Nothing in this Agreement shall be interpreted or applied to restrict Employee in the exercise of any rights employee may have under the National Labor Relations Act, (NLRA), including but not limited to the right to communicate with any labor organization or with anyone, inside or outside the Company, about their own and other employees' employment terms and conditions; to protest, complain about, disparage or say anything negative about working conditions at the Company (as long as the statements are not defamation with actual malice); or to file ULP charges or encourage or assist others to do so, or to testify or otherwise participate or assist in any NLRB investigation or other proceedings.

2. Remedies

In the event of a breach by me of any provision of the restrictions set forth in Section 1, above, or a threat by me to commit such breach, I recognize the substantial and immediate harm that such a breach or threat to breach may impose upon the Company, and further recognize that in such event monetary damages may be inadequate to fully protect the Company. Accordingly, in the event of a proven breach or proven threat to commit a breach of this Agreement, I consent to the Company seeking an award by the court of such preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Company's rights hereunder and preventing me from further breaching any of my obligations set forth herein. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company at law or in equity for such breach or threatened breach, including the recovery of damages from me. I expressly acknowledge and agree that: (a) the restrictions set forth in Section 1 are reasonable, in terms of scope, duration, geographic area, and otherwise, (b) the protections afforded the Company in Section 1 are necessary to protect its legitimate business interest, (c) the restrictions set forth in Section 1 will not be materially adverse to my ability to obtain gainful employment comparable to my employment or engagement with the Company, and (d) my agreement to observe such restrictions forms a material part of the consideration for this Agreement.

3. Prior Agreements

I warrant that I am not prohibited from performing any of the services required by my employment with or engagement by the Company under the terms of any prior employment agreement or restrictive covenant. I covenant and agree to indemnify and hold the Company harmless from and against any and all suits, causes of actions, claims, or expenses of any kind, including, but not limited to, reasonable attorneys' fees, court costs, and other expenses incurred by, made upon or filed against the Company, by any person or party relating to claimed breach of any restrictive covenant contained in any prior agreement under which I am or may be bound.

4. Return of Company Documents

When I leave the employ of the Company, upon the company's request, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, together with all copies thereof (in whatever medium recorded) belonging to the Company, its successors or assigns.

5. General Provisions.

(a) **Not an Employment Contract.** I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, and that nothing in this Agreement restricts the Company's ability to take any action consistent with any Collective Bargaining Agreement that may apply to my employment with the Company.

(b) **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by and construed according to the laws of the State of Maryland. I hereby expressly consent to the personal jurisdiction of the state and federal courts physically located in the State of Maryland for any lawsuit filed there against me by the Company arising from or relating to this Agreement.

(c) **Entire Agreement.** This Agreement sets forth the final, complete and exclusive agreement and understanding between the Company and me relating to the subject matter hereof and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

(d) **Severability.** If one or more of the provisions in this Agreement are deemed unenforceable by law, then the remaining provisions will continue in full force and effect.

(e) **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors and assigns.

(f) **Survival.** The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

(g) **Waiver.** No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company.

I UNDERSTAND THAT THIS AGREEMENT RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.

Dated:

Name of Employee:

Address:

ACCEPTED AND AGREED TO:

APPENDIX C. Media Release

CONSENT AND RELEASE

I hereby consent to be interviewed, recorded, photographed, videotaped and/or filmed by representatives of Concerted Action (“Employer”) for publication, display and/or broadcast (print, web, digital display and all other forms of media) in the course of the Employer’s business operations.

I agree that such interviews, recordings, articles, quotes, photographs, films, audio or video and/or any reproductions of same in any form, are the property of the Employer, and I relinquish any present or future claim for reimbursement for said photographic or film or other reproduction of my likeness, voice, statements or actions.

I hereby release the Employer (including its affiliates, employees, representatives and agents) from any and all claims, demands, costs and liability that may arise from the use of these interviews, recordings, photographs, videotapes or films, and/or any reproductions of same in any form, as described above, arising out of being interviewed, recorded, photographed, videotaped or filmed.

I affirm that I am at least 18 years of age. I acknowledge that I have read this consent form in its entirety, or it has been read (or translated) to me, and I have had the opportunity to ask questions about it and understand it.

Date:

Name (print):

Signature:

Witness:
